

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

STATE OF IOWA ex rel.  
THOMAS J. MILLER,  
ATTORNEY GENERAL OF IOWA,  
99AG25112

Plaintiff,

v.

ADSA, INC. d/b/a American Deputy Sheriffs'  
Association, a Texas not-for-profit corporation;

MICHAEL CROFT, in his corporate capacity as  
past President of ADSA, Inc. and in his individual  
capacity;

ASHLEY ISAAC, in his corporate capacity as  
President of ADSA, Inc. and in his individual  
capacity;

THOMAS BUCHMAN, in his corporate capacity  
as Internal Auditor of ADSA, Inc. and in his  
individual capacity;

EULALEE WARNER, in her corporate capacity  
as Secretary-Treasurer of ADSA, Inc. and in her  
individual capacity;

PUBLIC AWARENESS, INC., a Wisconsin  
corporation a/k/a PAI; and

DUANE KOLVE, President and Owner of  
Public Awareness, Inc.,

Defendants.

Equity No. CE 49813

**ORDER GRANTING  
TEMPORARY INJUNCTION**

FILED  
POLK COUNTY, IA  
2004 NOV 10 A 8:15  
CLERK DISTRICT COURT

On this 10<sup>th</sup> day of November, 2004, the Court, having been presented with the Plaintiff's  
Petition and the application for a temporary injunction contained therein on an *ex parte* basis by  
Assistant Attorney General Steve St. Clair, and having considered that application, including

counsel's certified reasons supporting Plaintiff's claim that a temporary injunction should issue without requiring advance notice (*see* Iowa R. Civ. P. 1.1507), determines that the application should be granted. In doing so, the Court calls the attention of Defendants to Iowa R. Civ. P. 1.1509, which provides that Defendants may move this Court at any time for an order dissolving, vacating or modifying this injunction, in which case a hearing is to be held within ten days of when the motion is filed.

**IT IS THEREFORE ORDERED** pursuant to Iowa R. Civ. P. 1.1501 *et seq.* and the Iowa Consumer Fraud Act, Iowa Code § 714.16, that Defendants, and each of them, and (as applicable) their directors, officers, principals, partners, employees, agents, servants, representatives, subsidiaries, affiliates, successors, assigns, merged or acquired predecessors, parent or controlling entities, and all other persons, corporations and other entities acting in concert or participating with the Defendants who have actual or constructive notice of the Court's injunction are restrained and enjoined from engaging in any course of solicitation of charitable contributions from Iowa or directed to Iowa consumers (1) that violates the Iowa Consumer Fraud Act; and, without limiting the foregoing, (2) that misleads consumers regarding:

- a) where either Defendant or any agent of either Defendant is located;
- b) whether telephone solicitors are themselves in law enforcement, are members of ADSA, or otherwise are anything other than telemarketers paid to solicit donations on behalf of ADSA;
- c) the function or purpose of any Iowa mailing address used by Defendants, or either of them;
- d) the extent to which donations benefit law enforcement in a donor's own locality, in

Iowa, or anywhere else;

e) the extent to which displaying the ADSA decal results in more favorable treatment from law enforcement authorities;

f) the amount of money most donors contribute;

g) the extent to which the sheriff's department(s) in a donor's locality, or in Iowa generally, provide or fail to provide body armor or other important equipment to department personnel; and

h) the extent to which a particular solicitation contact is part of a periodic campaign drive, or is otherwise conducted on other than a continuous, year round basis.

Counsel for Plaintiff is directed to provide actual notice of this injunction to Defendants, and to obtain service of this injunction upon Defendants, as soon as circumstances permit.

**SO ORDERED.**

*/s/ D. F. Staskal*  
\_\_\_\_\_  
JUDGE, Fifth Judicial District

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

---

STATE OF IOWA ex rel.  
THOMAS J. MILLER,  
ATTORNEY GENERAL OF IOWA,  
99AG25112

Plaintiff,

v.

ADSA, INC. d/b/a American Deputy Sheriffs'  
Association, a Texas not-for-profit corporation;

MICHAEL CROFT, in his corporate capacity as  
past President of ADSA, Inc. and in his individual  
capacity;

ASHLEY ISAAC, in his corporate capacity as  
President of ADSA, Inc. and in his individual  
capacity;

THOMAS BUCHMAN, in his corporate capacity  
as Internal Auditor of ADSA, Inc. and in his  
individual capacity;

EULALEE WARNER, in her corporate capacity  
as Secretary-Treasurer of ADSA, Inc. and in her  
individual capacity;

PUBLIC AWARENESS, INC., a Wisconsin  
corporation a/k/a PAI; and

DUANE KOLVE, President and Owner of  
Public Awareness, Inc.,

Defendants.

Equity No. CE 49813

**PETITION IN EQUITY**

---

The State of Iowa ex rel. Attorney General Thomas J. Miller, through Assistant Attorney  
General Steve St. Clair, states as follows for its cause of action against ADSA, Inc., dba

American Deputy Sheriffs' Association (hereinafter "ADSA") and Public Awareness, Inc., aka PAI (hereinafter "Public Awareness"), and the above-captioned individuals, in their corporate and individual capacities:

### INTRODUCTION

1. Defendant ADSA, through Public Awareness and other professional fundraisers, has perpetrated what may well be the largest sustained diversion of charitable donations in the history of the state. This massive diversion has relied upon subtle deceptions, as well as outright falsehoods.

2. ADSA is a not-for-profit entity that holds itself out as a solid supporter of law enforcement. In fact, however, ADSA exists primarily to rent its worthy-sounding name to telemarketing operations such as Public Awareness, which aggressively exploit, through carefully-crafted deceptions, the public's desire to assist local law enforcement. These deceptions include making Iowans believe that the phone solicitor is a local law enforcement representative and that donations are put to good use in the giver's own community.

3. Of the several million dollars solicited from donors nationwide by ADSA each year, **at most only 2 to 4 %** is spent on the charitable programs that motivated donors to give. This deceptive diversion gets worse when considered at the state level; of the hundreds of thousands of dollars ADSA has harvested from Iowa households, **less than one half of 1 %** has been used to support Iowa law enforcement.

4. In essence, Defendants mislead Iowa donors in order to capitalize on the donors' justifiably positive image of local law enforcement, and then they divert to their own benefit charitable dollars that might otherwise go to far worthier recipients, including the local sheriff's

departments Defendants claim to support.

### **VENUE**

5. Venue is proper in Polk County, Iowa, because Defendants have engaged and, upon information and belief, continue to engage in the activities that are the subject of this Petition in Polk County, Iowa. Moreover, upon information and belief Defendants do business in Polk County and one or more victims of the practices in question reside in Polk County. Iowa Code § 714.16 (10) (2003).

### **PARTIES**

6. The Iowa Attorney General is authorized to bring this action on behalf of the State of Iowa by Iowa Code §§ 714.16 (7) and 714.16A (1) (2003).

7. ADSA, Inc. was incorporated in the State of Texas in 1996 as a not-for-profit corporation, and filed its assumed name certification in Texas in February of 1997. ADSA was formerly headquartered in Houston, Texas but moved to Monroe, Louisiana in about 1999.

8. Michael Croft was Executive Director of ADSA from January 1997 to December 1999, at which time he became President, a position he held until he severed ties with ADSA in August 2003. Upon information and belief, Mr. Croft directed and controlled the relevant activities of ADSA during his tenure and is responsible for the violations of law set forth in this Petition.

9. Ashley Isaac acted as ADSA's Training Director during at least part of Mr. Croft's tenure, and then succeeded Croft in 2003 as ADSA's President, a position Mr. Isaac continues to hold. As President, Mr. Isaac executes ADSA's contracts with professional fundraisers such as Public Awareness. Mr. Isaac is a current member of ADSA's Board of Directors, and had also

served on the Board in 2000/2001. Upon information and belief, Mr. Isaac directs and controls the relevant activities of ADSA and is responsible for the violations of law set forth in this Petition.

10. Thomas Buchman has been ADSA's Internal Auditor since at least 2000, and with the Secretary-Treasurer shares management functions of ADSA. In addition to his auditing responsibilities, Buchman participates in developing and approving the content of the telemarketing scripts and donor mailings used by ADSA's paid fundraisers, and in making changes to the mailings as needed. Upon information and belief, Mr. Buchman directs and controls the relevant activities of ADSA and is responsible for the violations of law set forth in this Petition.

11. EulaLee Warner has been Secretary-Treasurer of ADSA since at least 2001, and has been a member of its Board of Directors since at least 2002. With the Internal Auditor, Ms. Warner handles many day-to-day management functions of ADSA. In addition to her responsibilities as a corporate officer and board member, Ms. Warner participates in developing and approving the content of the telemarketing scripts and donor mailings used by ADSA's paid fundraisers, and in making changes to the mailings as needed. Ms. Warner has executed fundraising contracts with Public Awareness and has signed federal tax filings on behalf of ADSA. Upon information and belief, Ms. Warner directs and controls the relevant activities of ADSA and is responsible for the violations of law set forth in this Petition.

12. Public Awareness, Inc. is a professional fundraiser that solicits donations from Iowa residents, directly or indirectly, pursuant to a contract with ADSA. Public Awareness was incorporated as a for-profit corporation in Wisconsin in March of 2002, and has its primary place

of business in Eau Claire, Wisconsin. Public Awareness evidently had at least one predecessor corporation, "PAI, Inc.," which was incorporated in the State of Minnesota in February of 2000. Public Awareness is not currently registered with the Iowa Secretary of State to do business in Iowa.

13. Duane Kolve is the president of Public Awareness, and was designated "OWNER" in a fundraising contract between ADSA and Public Awareness that he signed on behalf of the latter on March 13, 2003. Upon information and belief, Mr. Kolve directs and controls the relevant activities of Public Awareness and is responsible for the violations of law set forth in this Petition.

#### **JURISDICTION**

14. The Iowa Consumer Fraud Act, Iowa Code § 714.16 (2)(a) (2003) ("the Consumer Fraud Act") provides in pertinent part:

The act, use or employment by a person of an unfair practice, deception, fraud, false pretense, false promise, or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon the concealment, suppression, or omission, in connection with the lease, sale, or advertisement of any merchandise or the solicitation of contributions for charitable purposes, whether or not a person has in fact been misled, deceived, or damaged, is an unlawful practice.

15. Iowa Code § 714.16 (1) provides the following definitions:

(f) "Deception" means an act or practice which has the tendency or capacity to mislead a substantial number of consumers as to a material fact or facts.

(n) "Unfair practice" means an act or practice which causes substantial, unavoidable injury to consumers that is not outweighed by any consumer or competitive benefits which the practice produces.



16. Iowa Code § 714.16 (7) provides, in pertinent part:

Except in an action for the concealment, suppression, or omission of a material fact with intent that others rely upon it, it is not necessary in an action for reimbursement or an injunction, to allege or to prove reliance, damages, intent to deceive, or that the person who engaged in an unlawful act had knowledge of the falsity of the claim or ignorance of the truth.

17. In describing remedies under the Consumer Fraud Act, Iowa Code § 714.16 (7)

provides in pertinent part as follows:

If it appears to the attorney general that a person has engaged in, is engaging in, or is about to engage in a practice declared to be unlawful by this section, the attorney general may seek and obtain in an action in a district court a temporary restraining order, preliminary injunction, or permanent injunction prohibiting the person from continuing the practice or engaging in the practice or doing an act in furtherance of the practice. The court may make orders or judgments as necessary to prevent the use or employment by a person of any prohibited practices, or which are necessary to restore to any person in interest any moneys ... which have been acquired by means of a practice declared to be unlawful by this section ...

In addition to the remedies otherwise provided for in this subsection, the attorney general may request and the court may impose a civil penalty not to exceed forty thousand dollars per violation against a person found by the court to have engaged in a method, act, or practice declared unlawful under this section; provided, however, a course of conduct shall not be considered to be separate and different violations merely because the conduct is repeated to more than one person. In addition, on the motion of the attorney general or its own motion, the court may impose a civil penalty of not more than five thousand dollars for each day of intentional violation of a ... permanent injunction issued under authority of this section.

18. Iowa Code §§ 714.16A (1) & (3) (2003) provide, respectively:

If a person violates section 714.16, and the violation is committed against an older person, in an action by the attorney general, in addition to any other civil penalty, the court may impose an additional civil penalty not to exceed five thousand dollars for each such violation.

As used in this section, "*older person*" means a person who is sixty-five years of age or older.

## **FACTUAL ALLEGATIONS**

### ***ADSA'S NATIONWIDE COLLECTIONS AND EXPENDITURES***

19. According to ADSA's filings with the Internal Revenue Service, in 2003 ADSA raised, through its various professional fundraisers, \$5,104,326.00 nationwide. ADSA's professional fundraisers received \$4,754,610.00 of that sum (88 %). The total amount that ADSA spent on "program services" – the underlying law enforcement support that motivated consumers to donate more than \$5 million dollars that year alone – was \$108,377.00, or 2 % of total donations.

20. The above figures for 2003 are largely representative of each year from 1998 through 2003. Over that period ADSA collected, through its professional fundraisers, a total of \$28,023,607.00 in charitable donations nationwide. The professional fundraisers received \$25,052,918.00 of that sum (89 %). The total amount that ADSA reported spending on the worthy cause ("program services") – was \$1,144,181.00, or 4 % of total donations.

### ***SOLICITATION ACTIVITIES IN IOWA***

21. Under the terms of its current solicitation contract with ADSA, Public Awareness is authorized to solicit charitable donations in ADSA's name by initiating telephone calls to Iowa residents and then following up by mail to collect the amounts pledged. *See* solicitation contract between Public Awareness and ADSA for February 25, 2003 through February 24, 2004, attached as Exhibit 1.

22. Under the primary contract, Public Awareness received 83 % of the first \$10,000.00 collected, and 85 % of further collections, with ADSA receiving the rest of the donated funds. However, a contract addendum effective October 29, 2003 increased Public Awareness's share to

86 % of of the first \$40,000.00 collected, and 87 % of all further collections. *See Exhibit 1.*

23. In urging Iowans to contribute, Public Awareness telemarketers calling on behalf of ADSA stress several worthy purposes including \$5000 death benefits to the families of officers killed in the line of duty, college scholarships for sons and daughters of members, law enforcement training support, and the distribution of bullet-proof vests and other equipment to officers who need it.

#### ***ADSA'S COLLECTIONS AND EXPENDITURES IN IOWA***

24. Upon information and belief, ADSA has been soliciting donations from Iowans since about 1998. Based on the incomplete data currently available to Plaintiff, ADSA is known to have collected, through Public Awareness and other professional fundraisers, at least **\$987,586.00** from Iowa residents during the latter half of ADSA's period of active fundraising in Iowa, namely from 2001 through September of 2004.

25. In the almost seven years that ADSA has raised well in excess of \$900,000.00 from Iowans:

- a) No Iowa family of a fallen officer has received a death benefit.
- b) No Iowa student has received an ADSA scholarship.
- c) No training events have been held by ADSA in Iowa.
- d) ADSA has committed a total of \$3,900.00 to the procurement of 15 bulletproof vests for law enforcement personnel in Iowa, divided between the sheriff's departments in two of Iowa's less populous counties.

26. Less than **4/10ths of one percent (.4 %)** of the total funds collected in Iowa on behalf of ADSA has been spent to benefit Iowans.

## ADSA MEMBERSHIP IN IOWA

27. ADSA claims that 43 county law enforcement personnel in Iowa were ADSA members as of October 2004, but has refused the Attorney General's request to identify them.

28. Upon information and belief, the experience of the following three Iowa counties is not unique, and probably accounts for ADSA's refusal to identify individual Iowa members:

a) **Boone County:** ADSA claims that 11 of its 43 Iowa members are with the Boone County Sheriff's Department. Several years ago, the Boone County Sheriff contacted ADSA to complain about misleading phone calls to local residents who were falsely told that the Department did not provide its deputies with bullet-proof vests. In response, the ADSA representative urged Department personnel to become members in order to qualify to receive ADSA benefits, and so Department personnel signed up. Shortly thereafter the Sheriff applied to ADSA for a mobile video unit for one of the patrol cars that lacked one, but ADSA turned down the request. The Boone County Sheriff's Department never did receive anything of value from ADSA, and the Department warns the public each year that a donation to ADSA does not benefit Boone County.

b) **Jefferson County:** According to ADSA, 10 of its 43 Iowa members are with the Jefferson County Sheriff's Department. Department personnel did become members several years ago (some have since left the Department), but they quickly became disillusioned because of ADSA's fundraising practices and citizen complaints. The Jefferson County Sheriff's Department has never received any benefit from ADSA, regards ADSA as "bogus," and has repeatedly cautioned the public that the Department is not affiliated with ADSA in any way.

c) **Black Hawk County:** ADSA also claims an ADSA member in the Black Hawk County Sheriff's Department. Aware that ADSA has actively collected donations from Black Hawk County residents, the Sheriff's Department has twice sought body armor from ADSA, but was denied any help both times. The Department has never received any benefit from ADSA, and warns the public periodically about ADSA's fundraising practices.

29. ADSA also claims that 18 sheriff's departments in the State of Iowa were ADSA members as of October 2004 (*see* Exhibit 2, the county profile submitted by ADSA). Even if 18 departments are ADSA members in some meaningful sense, it would still be the case that the vast majority of consumers solicited by ADSA for donations live in one of the 81 counties in

which the local sheriff's department is not a member of ADSA.

30. ADSA designates certain members as "state coordinators" in their respective states, and each state coordinator is charged with responsibility for facilitating the growth of the Association's membership and the delivery of services in that state. No one has ever been designated a state coordinator for Iowa.

### ***ADSA'S ACTIVITIES IN OTHER STATES***

31. Although Plaintiff does not yet know the overall dollar value of the various benefits ADSA has conferred upon law enforcement personnel nationwide, ADSA records currently available to Plaintiff indicate that a total of 163 "benefits presentations" involving a death benefit, a scholarship, training, an equipment award, or some other form of benefit (e.g., "golf tournament") occurred between January 1997 and September 2004. However, more than half of these "benefit presentations" were concentrated in four states: Louisiana (31 presentations); Texas (19); Georgia (17); and Oklahoma (15). Upon information and belief, no more than two such presentations occurred in Iowa during this seven year period, as noted in Paragraph 25 (d).

32. During the seven year period that Public Awareness and/or other telemarketers under contract with ADSA solicited donations of more than \$28 million nationally and well in excess of \$900,000.00 in Iowa, no telemarketing solicitations were directed to the residents of Louisiana, ADSA's home state and the recipient of substantially more "benefits presentations" from ADSA than any other state.

### ***SUBPOENAED TAPE RECORDINGS***

33. In an effort to obtain evidence regarding what Public Awareness representatives say when making solicitation calls to Iowans on behalf of ADSA, in April of 2004 the Attorney

General issued a consumer fraud subpoena to Public Awareness and in response obtained:

- a) fourteen (14) tape recordings of ADSA calls to Iowans on February 19, 2004, which purportedly represented all donation-generating calls that Public Awareness placed to Iowans on behalf of ADSA during a single four hour period on that randomly-selected date; and
- b) seven (7) tape recordings of selected fundraising calls that Public Awareness had made on behalf of ADSA to Iowans who then lodged complaints with the Consumer Protection Division regarding the solicitations. The Attorney General had actually sought tape recordings of twelve (12) calls that generated complaints within the period for which the company had recordings (post-May 2003), but Public Awareness asserted that the five (5) tape recordings it failed to produce could not be located or were unavailable due to equipment malfunction.

34. In order to evaluate the content of phone solicitations directed to Iowans on behalf of ADSA, it is important to recognize that telephone fundraising efforts by so-called “badge groups” (e.g., deputies, police, fire fighters, etc.) enjoy enhanced success if prospective donors believe:

- a) that the individual soliciting the donation is himself or herself a member of the badge group;
- b) that fundraising is performed infrequently (e.g., annually) as a special event;
- c) that the fundraising is a community effort from which local authorities will benefit;
- d) that a substantial portion of each donated dollar goes to the badge group; and
- e) that the local badge group members will know whether or not the would-be donor helped them out when called upon to do so.

#### ***RANDOMLY SAMPLED RECORDINGS OF CALLS GENERATING PLEDGES***

35. The February 19, 2004 random sampling of ADSA fundraising calls made by Public Awareness to Iowans are uniformly deceptive in several ways. The following excerpts are taken from one representative fundraising solicitation, namely a February 19, 2004 call from “Justin” at

Public Awareness, the full transcript of which is attached as Exhibit 3.

- a) *"This is Justin PAI calling for the American Deputy Sheriffs."* By introducing himself in this manner, the telemarketer obscures the role played by the professional fundraiser, and implies that the call is coming from law enforcement. The phrasing invites the consumer to miss the unfamiliar "PAI" reference altogether, or even mistake it for Justin's last name. The reference to "PAI" is also objectionable because this Defendant's current corporate name is "Public Awareness, Inc.," not "PAI," which was a former corporate name. In addition, by referring to "the American Deputy Sheriffs" rather than the "American Deputy Sheriffs' Association," the telemarketer further conceals the true nature of the fundraising in question, inviting the consumer to think of deputy sheriffs in general, rather than of a particular organization.
- b) *"No emergencies ... put your hands down ... you're not in any trouble."* By making this joke, the telemarketer insinuates that he is a law enforcement officer, rather than a paid telemarketer. The consumer is encouraged to picture a uniformed authority making this appeal for assistance.
- c) *"We're calling everyone in the area. It's that time of year, the deputies are having their benefit drive."* This falsely implies that the consumer's community is being canvassed, as if the cause were a local one. It also falsely implies that the fundraising effort is in the nature of a "benefit drive" that occurs at a particular "time of year," rather than a continuous effort that continues 52 weeks a year. Moreover, upon information and belief, successful solicitation calls are repeated to a given donor more frequently than once a year.
- d) *"Now, it's a little different this year."* This reinforces the false representation that the fundraising contact is part of an annual drive, rather than a never-ending campaign that may solicit a given donor semi-annually.
- e) *"We're mainly providing equipment that taxes don't pay for. I don't know if you know this but deputies have to buy their own bullet proof vests. So like always, ADSA buys the vests and gives them to the members that can't afford them."* In fact, in many localities tax money is used to buy vests, and deputies do not have to buy their own. This language suggests that any and all members of sheriffs' departments who cannot afford to buy their own vests receive them from ADSA, grossly exaggerating the extent of ADSA's contribution of body armor (see paragraph 25 (d), above).
- f) *"Just like last year we mail everything to you first, with ... the official decal for the car or home window ... it's a little sheriff's badge. Put that in the back window of your car, it's going to let you run all the green lights that you want to ... It also shows that you stand behind the deputies and their efforts."* The reference to "last year" repeats the misleading claim that this is an annual drive, and implies that the consumer donated the

previous year, which may or may not be the case. The “green lights” line, although joking, invites the consumer to think in terms of the tangible benefits that he or she may derive from “standing behind” local authorities; it also reinforces the notion that the deputies in the local community are members of the ADSA, which for most consumers is false.

g) “*Could the deputies count on you for a little help? We’d sure appreciate it.*” The use of “we” again invites the misimpression that the telemarketer is a deputy.

h) “*Most folks are helping with family pledges of thirty-five or fifty dollars.*” Upon information and belief, most donors do not contribute at or above the thirty-five dollar level. Of the 21 tape recordings subpoenaed from Public Awareness, 18 involved the making of a pledge; of those 18 pledges, only 3 (17 %) were for \$35.00. All of the other 15 pledges were for smaller amounts, and 10 of those 15 pledges were for only \$15.00. It thus appears that “most folks” who pledge at all donate no more than \$15.00.

i) After confirming that the consumer would send the donation upon receipt of ADSA’s mailing, Justin says “*This way we could put it to good use for you right away ...*” Aside from yet another misleading use of the word “we,” the statement that the donation will be put “to good use for you” falsely implies that the bulk of the donation will go to the worthy purpose and that the effect will be felt locally.

j) “*I almost forgot. I want to point out the return address for the check will be in Des Moines. You see rather than have the checks sent to the several locations, we have them sent to one central location. It’s a lot easier to keep track of that way. This way you don’t see Des Moines as the return and think it’s just for them and throw it away.*” This reassures consumers in other Iowa communities that the centralized Des Moines return address does not mean that funds won’t make their way to “the several locations.” This is doubly deceptive. First, the donation generally does not benefit the donor’s own community (or any other of “the several” Iowa locations). Second, a Des Moines return address is used only to create the misimpression that the fundraising proceeds have a significant connection to the State of Iowa; the mail that collects at ADSA’s Des Moines mail drop is in fact forwarded on to Public Awareness’s business address in Eau Claire, Wisconsin. It is the height of deviousness for the telemarketer to express concern that the consumer might think the donation is “just for them” in Des Moines, when in fact the donation helps *neither* the donor’s own locality *nor* the residents of Des Moines.

36. Additional transcripts of Public Awareness’s February 19, 2004 pledge calls are attached as Exhibits 4 (“Josh”) and 5 (“Tim”), to illustrate the consistency with which the deceptions detailed in the preceding paragraph occurred.



37. In addition to the uniform deceptions that are built in to the standard fundraising presentation that Public Awareness makes on behalf of ADSA, the February 19 tapes obtained from Public Awareness included the following:

a) In response to the question “what area does this go to,” a Public Awareness telemarketer says, “... *[e]ach state has its own campaign. Now this is the Iowa campaign. Now you see the proceeds from each state are supposed to be used in their state however ADSA is a national organization and will furnish benefits in your area...*” This misrepresents the benefits ADSA directs to localities in Iowa.

b) In refusing to take no for an answer from a consumer who says “I can’t this year,” a Public Awareness telemarketer says “*You know these guys are out there risking their lives day and night for us ... all we got to do is pick up the phone and call them and they’ll be there ...*” Concerns with undue pressure aside, the telemarketer is falsely indicating that the deputies benefitting from the consumer’s donation will be the same local deputies who would come to the consumer’s aid if called upon to do so.

#### ***ADSA’S SCRIPTS***

38. Several of the deceptions committed by Public Awareness telemarketers can be traced to the telemarketing scripts approved by ADSA, which are attached as Exhibits 6 through 8. For example, the primary script authorized by ADSA (Exhibit 6) refers to an “annual benefit drive;” says that “most folks are helping with our standard pledge of \$25;” suggests that proceeds go primarily to the underlying cause (“[P]roceeds are used for death benefits, equipment, scholarships and more”); and prescribes the centralized-return-address ruse designed to make consumers think that checks sent to a Des Moines address will still be used to benefit other locations in the state.

39. ADSA’s “Objections” script (Exhibit 7) prescribes the following misleading response to a consumer asking “Does this help locally?”: “*The American Deputy Sheriffs’ Association is a national organization comprised of county law enforcement officers from all over the country.*”

*Every deputy, including yours, who joins (for free) receives all benefits at no cost ...*” (Emphasis added.)

40. ADSA’s “Questions” script (Exhibit 8) prescribes the following misleading response to a consumer asking “How do I know if this is legitimate?”: “... *[A]ll checks are made out to the American Deputy Sheriffs’ Association, so that no one else can spend the money.*” (Emphasis added.)

### ***RECORDINGS OF SOLICITATION CALLS THAT GENERATED CONSUMER COMPLAINTS***

41. Complaint-generating solicitation calls from Public Awareness telemarketers reflected most of the same routine deceptions built into Public Awareness’s standard presentation on behalf of ADSA (see paragraph 35 above), and in addition included the following misleading representations:

a) In response to a consumer asking “Is this the Polk County Sheriff?,” the Public Awareness telemarketer says “*It’s the campaign for the Iowa Sheriff’s Department ... it’s run through the national organization ...*”

b) In response to a consumer asking “You’re with who?” the Public Awareness telemarketer says “*American Deputy Sheriffs.*”

c) In response to a consumer asking “Where are you located from?” a Public Awareness telemarketer identifying himself as “Mike” twice says “*This gets mailed to Des Moines.*” Only when pressed further does the telemarketer, who was identified by Public Awareness as James (not Mike) Zecherle, admit that he is calling from Wisconsin.

d) In response to a consumer asking “Is this going locally?,” the Public Awareness telemarketer says “*We got over 20,000 members in 46 states. Each state has its own campaign. This is the Iowa campaign. Um ... the proceeds from each state are supposed to be used in their own state. However we are a national organization and we will furnish benefits in your area.*”

e) In response to a consumer asking “How much of the profits go to the deputies,” the Public Awareness telemarketer answers “*I don’t handle the administration. I can’t give*

*you an exact percentage,*” and offers the consumer a phone number she could call to get more information. According to ADSA’s “Questions” script (Exhibit 8), inquiring consumers are supposed to be informed that “approximately 15 - 20 %” goes to the officers.

f) When a consumer asks “What share of my donation goes to the charitable purposes?,” “Chris,” identified as a supervisor, declines to give a specific share, saying *“it changes, quarterly ...”*

g) In response to a consumer asking “How much of the donation goes for the charity?,” the Public Awareness telemarketer says *“Now all of it goes directly to the American Deputy Sheriffs’ Association. All checks are made payable directly to the American Deputy Sheriffs’ Association.”* The consumer follows up by asking “So the whole donation goes to charity?,” and the telemarketer says *“Yes. The checks are made out directly to the American Deputy Sheriffs’ Association so no one else can spend the money.”*

h) In referring to the badge decal that will be sent to a pledging consumer, one Public Awareness telemarketer replaces the “green light” line with another joke of the same design, namely to make the consumer reflect on the advantages of getting on the good side of law enforcement authorities: *“Put it in the back window of your car; it’s not going to get you out of a \$100 speeding ticket but if you ever get locked up it will guarantee a good cup of coffee.”*

i) When a consumer declines to donate because he is not working, the Public Awareness telemarketer stresses how the \$5000 death benefit helps the families of members killed in action *“get through the tough times,”* pressuring the jobless consumer to make *“our smallest \$15 unemployment pledge ... It’s just one time, for the drive.”* (Emphasis added.)

### **ADSA MAILINGS**

42. ADSA’s telemarketing pitch stresses the fact that the consumer will receive material by mail before sending in the amount pledged. This mailing consists of a thank you letter (Exhibit 9), a brochure (Exhibit 10), a pledge receipt form (Exhibit 11), and the badge decal (Exhibit 12). These materials systematically omit all location information that might reveal the tenuous connection between the donee organization and the consumer’s own locality:

a) The brochure refers to an ADSA office, but neither the brochure nor the letterhead of

the thank you letter discloses the city or state in which the office is located.

b) The deputy sheriff currently serving as president of ADSA signs the thank you letter (“Your donation will be put to great use”) and is also pictured in the brochure, with no identification of the department with which he is associated, or his city or state of residence.

c) A photo captioned “Bullet Proof Vests Being Distributed” in the brochure neglects to identify the particular sheriff’s department receiving the vests, and is also silent as to the city and state.

d) The brochure features endorsements of ADSA’s good works, attributed to various individuals who are identified by name and law enforcement title, without any identification of their departments or the city or state in which they live.

43. Systematically omitting location information is not the only device through which Iowa consumers are misled about ADSA’s minimal ties to Iowa. As noted above, consumers are given a Des Moines street address to send their donations to, even though the address is actually a commercial mail box from which mail is immediately forwarded, unopened, to Public Awareness’s Wisconsin office. Thus, the box serves the sole function of planting a false belief in the minds of consumers. Upon information and belief, ADSA and Public Awareness (or other professional fundraisers in league with ADSA) have established a ruse comparable to the Des Moines “mail drop” in every state in which ADSA solicits donations.

### ***CONSUMER COMPLAINTS***

44. Many Iowa consumers have complained to the Consumer Protection Division or local authorities about ADSA phone solicitations. These Iowans have reported the following conduct:

a) A 64 year old West Des Moines man reported that in December 2003 an ADSA phone solicitor told him he could run red lights if he donated.

b) A 55 year old Des Moines man reported that in early 2004 an ADSA phone solicitor

told him that if he donated he would get a sticker for the back window of his car to help him get out of traffic tickets.

c) A 45 year old Knoxville woman reported that in December 2003 an ADSA phone solicitor told her that he was calling to collect for Iowa, and that the money collected went to departments in Iowa.

d) An 85 year old Sibley man reported that he received calls from an ADSA phone solicitor on July 16, 2003 and again on January 15, 2004, and that his Caller I.D. read "PAI INC 715-852-0268." The caller asked him to send money *or provide his credit card number*.

e) A woman employed by the Cass County Sheriff's Department reported that in late September or early October 2003 she received an ADSA phone solicitation from a man who claimed to be a deputy. He told her that if she would donate she would get a sheriff's sticker for her car and she'd be the first one to all the parties.

f) A 74 year old man reported that in January 2004 an ADSA phone solicitor called him, and when he asked the solicitor what percentage would go to help the sheriff's office the caller claimed not to know, and referred him to an 800 number. The man called the 800 number and a woman there said that she didn't know how much went to the deputy sheriffs but that they are given 100% of what they request.

g) A 54 year old Ft. Madison woman reported that in December 2003 an ADSA phone solicitor asked her to donate \$30, as that was the average donation. The Attorney General requested a copy of the tape of this solicitation call, but Public Awareness indicated that an effort was made to locate the tape but it could not be provided.

h) A 63 year old Des Moines woman reported that in December 2003 an ADSA phone solicitor called her, and when she told him she could not donate as she was living on Social Security the male caller said he hoped she felt safe, in a way that made her feel uncomfortable and prompted her to call the local sheriff. The Attorney General requested a copy of the tape of this solicitation call, but Public Awareness indicated that an effort was made to locate the tape but it could not be provided.

i) A 60 year old Des Moines woman reported that she received a call from an ADSA solicitor the first week of October 2003, and again on October 15, at which time she explained that her limited income would not permit her to donate. The telemarketer then told her that she would be called again on October 27, prompting her to seek the Attorney General's help to make them stop calling. She also reported that her Caller I.D. indicated the calls came from "PAI - INC 715-852-0260." The Attorney General requested a copy of the tape of this solicitation call, but Public Awareness indicated that an effort was made to locate the tape but it could not be provided.

j) A 26 year old Galva woman reported that in January 2004 an ADSA phone solicitor told her that if she donated she would be sent a device that would signal stop lights to stay green longer as she passed through. When the Attorney General requested a copy of the tape of this solicitation call, Public Awareness acknowledged making the call, but indicated that no tape had been made for technical reasons.

k) A 77 year old Ft. Madison woman reported that in December 2003 an ADSA phone solicitor told her that if she put their sticker on her car she wouldn't get picked up even if she were drinking. When the Attorney General requested a copy of the tape of this solicitation call, Public Awareness acknowledged making the call, but indicated that no tape had been made due to equipment malfunction.

45. Upon information and belief, the deceptions referred to above are representative of many telemarketing contacts of Iowa residents by Public Awareness, and Public Awareness has misled many Iowans as to the caller's connection to deputy sheriffs, the extent to which donations would be applied locally, the overall proportion of donated funds that would go to sheriff's departments and programs for deputies and their families, and the purported benefits donors would receive in the form of special treatment from law enforcement officers.

#### ***NEGATIVE IMPACT ON LOCAL LAW ENFORCEMENT***

46. The fundraising practices pursued by Defendants create problems for local sheriff's departments, by diverting charitable giving that might otherwise have been directed locally (as intended by the typical donor); by falsely suggesting that the local sheriff's department does not protect its deputies by supplying body armor; by tying up law enforcement staff resources in responding to the questions, concerns and complaints of citizens growing out of the misleading pitches made on behalf of ADSA; and by creating ill will on the part of local citizens who mistakenly believe the local sheriff's department is responsible for the annoying, persistent, and manipulative telemarketing performed on behalf of ADSA.

47. The problems thus created for local sheriff's departments harm consumers *inter alia*

by impeding the delivery of law enforcement services to the public and by increasing the costs of such services – costs that are borne by consumer/taxpayers.

### ***UNDISCLOSED MARKETING OF DONOR LISTS***

48. ADSA's fundraising contracts permit the fundraiser (including Public Awareness) to make whatever use it wishes of the information it compiles on ADSA donors (*e.g.*, names, addresses, phone numbers and donation amounts; hereinafter the "donor list"). *See* Exhibit 1, ¶ 8.

49. ADSA's donor lists and related information have in fact been rented or sold for use by other marketing or fundraising interests. *See* Exhibit 13, a page from the website of a prominent list broker.

50. ADSA's failure to maintain control of such donor information results in the sale of such lists to other fundraising or marketing interests that may subject ADSA donors to additional unwanted and intrusive solicitations.

51. The fact that ADSA's donor list may be rented or sold to other solicitors would be likely to influence a consumer's decision whether or not to add his or her name to that list by donating. Defendants therefore have a duty to disclose this material fact as part of the solicitation, but fail to do so.

### ***OTHER LAW ENFORCEMENT ACTIONS AGAINST ADSA***

52. Previous law enforcement actions against ADSA are relevant to the instant case, to show that ADSA had prior notice of the improper practices and the objections of law enforcement; that ADSA has engaged in a sustained pattern of wrongful conduct; that ADSA's record as a target of law enforcement efforts is a material fact that must be disclosed to would-be

donors; and that although ADSA holds itself out to the public as a respected part of law enforcement it is in fact a chronic problem for law enforcement.

53. ADSA has been the repeated focus of law enforcement actions in various states, including the following actions (arranged chronologically):

a) **Idaho:** In 1997 the Idaho Attorney General obtained a consent judgment against ADSA and its then professional fundraiser, enjoining them from engaging in further deceptions relating to whether the funds raised would help local sheriff's departments.

b) **Oregon:** The Oregon Attorney General sued ADSA for misrepresentation and other violations of law, and in May of 1998 obtained an injunction prohibiting ADSA from further fundraising in Oregon until it satisfied a money judgment. Upon information and belief, ADSA never did so, and is still barred from fundraising in Oregon.

c) **Pennsylvania:** In May of 1999 the Secretary of the Commonwealth of Pennsylvania, noting that ADSA had failed to respond to repeated requests for information, issued a cease and desist order directing ADSA to refrain from further fundraising until it came into compliance with Pennsylvania law.

d) **Mississippi:** In December of 1999, ADSA's registration was revoked and it was barred from applying for a new registration for at least two years, at which time it would have to show that it had "rehabilitated its operations" as a condition of re-registering. Upon information and belief, at least one attempt by ADSA to re-register was denied, and ADSA is not currently raising money from Mississippi residents.

e) **Connecticut:** The Connecticut Attorney General's Office charged in June of 2000 that ADSA had filed false reports with the state, underreporting both income and expenses. As a result, ADSA committed to refrain from further fundraising in Connecticut until such time, if ever, as ADSA produced complete and audited financial statements. Upon information and belief, ADSA has never re-registered and has not re-commenced fundraising in Connecticut.

f) **Minnesota:** In June of 2000, the Minnesota Attorney General's Office contacted ADSA and withdrew its registration, alleging a failure to report large sums of money in its required filings. Subsequent contacts by the Attorney General in August and October of 2000 noted that ADSA had failed to file proper financial disclosure reports, and that its registration "remains ineffective." The current status of ADSA's authorization to raise funds in Minnesota is unknown.



g) **Wyoming:** In September of 2000, the Wyoming Attorney General teamed with a local sheriff to issue a public warning to consumers that ADSA solicitations that created the “false impression” that ADSA had a local presence, noting that ADSA generated “a significant number” of consumer complaints.

h) **Texas:** In April 2002, in a suit brought by the Texas Attorney General, a permanent injunction was entered in Travis County, Texas enjoining ADSA *inter alia* from permitting its fundraisers to mislead contributors regarding the extent of ADSA’s local membership or benefits.

i) **Illinois:** The Illinois Attorney General sued ADSA for repeated failure to file required financial reports, failure to account for more than \$12 million of charitable funds, and failure to cease fundraising after its registration was cancelled. Judgment was entered in February of 2003 barring ADSA from engaging in any further fundraising in Illinois.

j) **Virginia:** Citing a failure to provide certain disclosures required by law, including solicitation bans in other states, the Virginia Attorney General’s Office in June of 2004 informed ADSA that it could no longer solicit contributions in that state.

k) **Ohio:** The Ohio Attorney General obtained a partial summary judgment against ADSA in August of 2004, which is now pending on appeal. The ruling found ADSA to have committed multiple violations of Ohio’s fundraising laws.

l) **North Dakota:** The North Dakota Attorney General filed a suit against ADSA and Public Awareness which is currently pending. The suit alleges that both Defendants engaged in fundraising deceptions and other violations of North Dakota law.

### ***ADDITIONAL ALLEGATIONS***

54. Prior to contracting with Public Awareness in February 2003 to raise funds in Iowa, ADSA failed to adequately investigate Public Awareness and its owner Duane Kolve. Public Awareness and Mr. Kolve had been sued by the North Dakota Attorney General the previous October (2002) for various violations of fundraising laws, including making misleading and untruthful statements to consumers.

55. After contracting with Public Awareness, ADSA failed to exercise adequate supervision and control over the fundraising activities Public Awareness pursued on behalf of

ADSA.

56. Neither all nor any part of the application for injunctive relief herein has been previously presented to and refused by any court or justice. Iowa R. Civ. P. 1.1504.

57. In an action by the state, no security shall be required of the state. Iowa R. Civ. P. 1.207.

#### **CERTIFICATION AND AFFIDAVIT**

58. In addition to the Consumer Fraud Act provisions cited above, Iowa R. Civ. P. 1.1501 *et seq.* provide for entry of temporary injunctive relief. Iowa R. Civ. P. 1.1507 provides that a temporary injunction may issue without notice if the required showing is made, such showing to include a certification by the applicant's attorney as to certain matters. The undersigned certifies as follows:

- a) Delaying injunctive relief by providing advance notice and hearing to Defendants is likely to result in an extended period during which additional consumers are unlawfully induced to send checks to Defendants on the basis of the misleading and unfair solicitation practices detailed herein.
- b) Continuation of the misleading conduct that Plaintiff seeks to enjoin would divert to Defendants charitable funds that might otherwise have been used for the purposes intended by consumers, namely support of local law enforcement efforts.
- c) Unless immediately enjoined, the misleading conduct in question would continue to harm local law enforcement, by appearing to consumers to link local authorities to unwanted and objectionable telemarketing contacts, by falsely representing to citizens that local departments do not properly equip their personnel, and by taxing the resources of local law enforcement personnel who are required to respond to citizen inquiries and complaints generated by such conduct.
- d) The injunctive terms sought by Plaintiff would not halt any legitimate, non-misleading fundraising in which Defendants may be engaged. The injunction requested is not such as to "stop the general and ordinary business of a corporation" for purposes of Iowa R. Civ. P. 1.1507.

e) Given the history of law enforcement efforts directed at Defendants described above, and the Defendants' apparent resistance to reforming their practices in light of such efforts, any doubt about halting the apparently deceptive diversion of funds from Iowa consumers should be resolved in favor of preventing further victimization.

59. The affidavit of Consumer Protection Division Investigator Marc Wallin in support of this Petition is attached hereto as Exhibit 14.

## **COUNT I**

### **CONSUMER FRAUD ACT VIOLATIONS**

60. Paragraphs 1 through 59 are incorporated herein by reference.

61. Defendants' fundraising practices violate the prohibition of Iowa Code § 714.16 (2)(a) against misleading, 'deceptive, unfair, and omissive acts and practices, and otherwise violate that provision of Iowa law by making misleading affirmative representations about how donations would be used.

62. Although it is not necessary to establish reliance, damages or intent to deceive to obtain injunctive relief or reimbursement under the Consumer Fraud Act (*see* paragraph 16 above), establishing these factors, particularly intent, is nevertheless relevant *inter alia* to the Court's determination of the appropriate scope of injunctive relief and the appropriate amount of civil penalties. Those acts and practices of Defendants in violation of subsection (2)(a) of the Consumer Fraud Act as alleged in this Count did in fact induce reliance on the part of consumer victims, did in fact cause damage to consumers, and/or were in fact intentional.

## **COUNT II**

### **CONSUMER FRAUDS COMMITTED AGAINST OLDER PERSONS**

63. Paragraphs 1 through 62 above are incorporated herein by reference.

64. On information and belief, many of the Consumer Fraud Act violations for which the Defendants are responsible were committed against older persons and give rise to the additional civil penalty provided for in section 714.16A.

### **PRAYER**

Plaintiff prays the Court grant the following relief:

A. Pursuant to Iowa Code § 714.16 (7), and upon further request by Plaintiff addressed to the Court, enter a temporary restraining order and preliminary injunction restraining Defendants, and each of them, and (as applicable) such Defendant's directors, officers, principals, partners, employees, agents, servants, representatives, subsidiaries, affiliates, successors, assigns, merged or acquired predecessors, parent or controlling entities, and all other persons, corporations and other entities acting in concert or participating with Defendant who have actual or constructive notice of the Court's injunction, from engaging in the deceptive, misleading, omissive, and unfair practices alleged in this Petition or otherwise violating the Iowa Consumer Fraud Act, and/or from continuing to engage in any solicitation of donations in Iowa or from Iowa.

B. Pursuant to Iowa Code § 714.16 (7), after trial on the merits, make permanent the above-described injunctions, expanding their provisions as necessary by including *inter alia* such "fencing in" provisions as are reasonably necessary to ensure that Defendants and other enjoined persons and entities do not return to the unlawful practices alleged herein, or commit comparable violations of law.

C. Pursuant to Iowa Code § 714.16 (7), enter judgment against Defendants, jointly and severally, for amounts necessary to restore to Iowa consumers all money acquired by means of acts or practices that violate the Consumer Fraud Act, and/or to effectuate the charitable giving

intended by Iowa consumers in donating such money.

D. Pursuant to Iowa Code § 714.16 (7), enter judgment against Defendants, jointly and severally, for such additional funds as are necessary to ensure complete disgorgement of all ill-gotten gain traceable to the unlawful practices alleged herein.

E. Pursuant to Iowa Code § 714.16 (7), enter judgment against Defendants, jointly and severally, for up to \$40,000.00 for each separate violation of the Consumer Fraud Act.

F. Pursuant to Iowa Code § 714.16A, enter judgment against Defendants, jointly and severally, for an additional civil penalty not to exceed \$5,000.00 for each violation of the Consumer Fraud Act committed against an older person.

G. Award Plaintiff interest as permitted by law.

H. Pursuant to Iowa Code § 714.16 (11), enter judgment against Defendants, jointly and severally, for attorney fees, state's costs and court costs.

I. Grant such additional relief as the Court deems just and equitable.

Respectfully submitted,

Thomas J. Miller  
Attorney General of Iowa

A handwritten signature in black ink, appearing to read 'Steve St. Clair', is written over a horizontal line.

Steve St. Clair PK 2715271  
Assistant Attorney General  
Hoover Building, 2d Floor  
Des Moines, Iowa 50319  
Ph: 281-5926  
Fax: 281-6771

**ADSA, INC.**  
**AMERICAN DEPUTY SHERIFFS' ASSOCIATION**

**SERVICE FACILITY AGREEMENT**

THIS AGREEMENT, made and entered into this 25th day of February, 2003, between ADSA, Inc. d/b/a AMERICAN DEPUTY SHERIFFS' ASSOCIATION, a non profit corporation hereinafter referred to as "ORGANIZATION", whose principal place of business is 702 South Grand Street, Monroe, Louisiana 71201 and a fundraising contractor hereinafter referred to as:

**PUBLIC AWARENESS, INC., 202 Eau-Claire St., Ste. 108, Eau-Claire, WI 54701**

WHEREAS, FACILITY is in business of providing professional fund raising services in conjunction with public awareness campaigns enabling service clubs, fraternal organizations, unions and any other organization contracted with to raise funds and achieve positive name recognition and public awareness and

WHEREAS, ORGANIZATION desires to enter into an agreement with FACILITY enabling FACILITY to provide a public awareness campaign in conjunction with certain commercial enterprises (businesses) and residential fund raising activities.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledge by and between the parties as evidence by their signatures hereto, it is agreed as follows:

1. **TERM:** This Agreement shall commence on the 25th day of February, 2003 and expire on the 24th day of February, 2004. This Agreement shall be subject to negotiation not less than thirty (30) days prior to the expiration date.
2. **RELATIONSHIP TO PARTIES:** The parties intend that ORGANIZATION is interested only in the results to be achieved. FACILITY is not to be considered an agent of employee of ORGANIZATION for any purpose and FACILITY is not entitled to any of the benefits that ORGANIZATION provides for its' employees or members.
3. **DESCRIPTION OF WORK:** FACILITY agrees, using its' expertise, to contact certain commercial enterprises (businesses) and the local residential population in IOWA for the joint purpose of distributing information about ORGANIZATION through the

Init: MC

Init: DSK

use of the telephone in conjunction with raising funds to support the work of ORGANIZATION. FACILITY agrees to only use materials in the fund raising activity, either created by or approved in advance by ORGANIZATION. FACILITY shall pay for and distribute to each customer of the ORGANIZATION a standard tri-fold brochure. Each customer shall also receive a Receipt in addition to any other materials approved by ORGANIZATION. FACILITY shall be responsible for obtaining and maintaining any and all necessary licenses and/or permits and bonds required by any Federal, State or Local municipality in regard to conducting fund raising activities for ORGANIZATION and to provide proof of same to ORGANIZATION prior to the commencement of any fund raising activity and subsequently fifteen (15) days prior to any required renewal date. Likewise ORGANIZATION agrees to be responsible for obtaining and maintaining any and all necessary licenses and/or permits required of it by any Federal, State or Local municipality in which FACILITY is fundraising for ORGANIZATION, and provide proof of same to FACILITY.

4. **FACILITY AND EMPLOYEES:** FACILITY shall assume all responsibility for the hiring and firing of all employees that it may determine to use its sole discretion. FACILITY also agrees that all fund raising efforts shall be conducted in a manner as not to high pressure, mislead, misrepresent, or deceive the general public in any manner of bring disgrace, humiliation or embarrassment to ORGANIZATION or place ORGANIZATION in any legal or financial jeopardy from whatever source. FACILITY agrees that it shall not use nor permit the use of the name(s) of member(s) of any law enforcement officer(s) in its fund raising efforts on behalf of ORGANIZATION.

5. **SECURITY AND PERFORMANCE:** This Agreement cannot be terminated by either party without good and just cause. In the event that any citizen who has been contacted by FACILITY, its agents, servants, employees or subcontractors alleges that anything that might be considered a violation of this Agreement, ie. any department from the approved solicitation language, any violation of law or representation by a solicitor that he/she is a member of ORGANIZATION or employee of any governmental agency, then ORGANIZATION shall present the allegation to FACILITY along with the name, address and telephone number of the complainant. FACILITY will immediately make a determination as to the identity of the solicitor. FACILITY will investigate said allegation and if said allegation is found to be true then in that event FACILITY will reprimand said solicitor according to the guidelines set forth by FACILITY.

6. **EXPENSES:** FACILITY shall pay for any and all expenses incurred by FACILITY, its agents, servants, employees or subcontractors, couriers, including but not limited to, printing of tickets, posters, coupons, invoices, envelopes, program books, decals, magazines, books or papers; telephone installation and service charges and all

Init: 

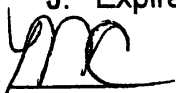
Init: DSK

charges associated therewith; utilities; employees salaries and commissioned personnel; banking service and maintenance charges; licenses and permits; applicable taxes; postage; performance fee and paid advertising. Any other expenditures shall be paid by the party incurring the debt, or as mutually agreed upon in writing by the parties to the Agreement. Neither party may incur a debt in the name of the other without express written consent.

7. **BANKING ARRANGEMENTS:** All funds collected in the name of the ORGANIZATION shall be deposited into ORGANIZATION'S bank and distributed 85% to FACILITY on collections over \$10,000.00 and 15% to ORGANIZATION or 83% to FACILITY on collections under \$10,000.00 and 17% to ORGANIZATION. FACILITY shall pay all fund raising campaign expenses pursuant to Section 6; EXPENSES, out of FACILITY'S portion and any surplus generated after all expenses are paid from said portion shall be FACILITY'S proceeds.
8. **DONOR LIST (S):** It is expressly understood and agreed by the parties to this Agreement that any and all names, addresses, telephone numbers and amounts contributed by persons, firms, organizations, or corporations which are obtained, developed, compiled or otherwise acquired for ORGANIZATION, by or through the direct efforts of FACILITY, in connection with any fund raising activity rendered under this agreement shall at all times remain the exclusive property of FACILITY and those working with it.
9. **INSPECTION AND ACCOUNTABILITY:** FACILITY grants to ORGANIZATION, at no cost to ORGANIZATION, the right of inspection of all records maintained by FACILITY relevant to the fund raising activity conducted on behalf of ORGANIZATION. The General Ledger, Journal Accounts and Donor List (s) shall remain the exclusive property of FACILITY and ORGANIZATION'S only interest in these or any other documentation is for the exclusive right of inspection and accountability. FACILITY agrees to provide ORGANIZATION a copy of the General Ledger and/or Journal Accounts. It shall be the responsibility of FACILITY to provide proper accountability to ORGANIZATION of each fund raising activity conducted by FACILITY under this Agreement with ORGANIZATION by forwarding to ORGANIZATION weekly, a copy of a weekly report on a form supplied or approved by ORGANIZATION. FACILITY agrees to cooperate fully with ORGANIZATION, its agents, auditors or authorized person (s), firms or legal authority in the event of an audit of ORGANIZATION to insure an accurate and complete audit of the activities of and on behalf of ORGANIZATION.
10. **CANCELLATION:** Anything to the contrary herein notwithstanding this Agreement may be canceled and terminated by ORGANIZATION upon the occurrence of any of the following events:

J. Expiration of the terms of this Agreement.

Init:



Init: DSK



B. FACILITY does not maintain any and all licenses and/or permits required in geographical areas in which the FACILITY is fund raising for ORGANIZATION and does not correct the default/breach in the time frame set out in this Agreement in Section 12 herein.

2. **BINDING EFFECT:** This Agreement shall be binding and insure to the benefit of the respective parties', heirs, successors, or assigns.
3. **INDEMNIFICATION:** FACILITY agrees unconditionally and absolutely to defend, indemnify and hold harmless ORGANIZATION and its directors, officers, employees and agents from and against any and all damages, penalties, fines, losses, liabilities, causes of action, suits, claims demands, costs and expenses (including all out-of pocket litigation costs and reasonable attorney's fees) of any nature, to the extent directly or indirectly caused by FACILITY'S failure to comply with any local, state or federal law or regulation governing FACILITY'S performance under this Agreement as a profession fundraiser or caused by FACILITY'S other unlawful conduct.
4. **DEFAULT/BREACH AND ARBITRATION:** Should any party herein claim the other has defaulted/breached any provision of this Agreement, said notice of default/breach shall be given in writing setting forth the alleged default/breach and what remedies must be taken to either cure said default/breach or commence a diligent effort to accomplish same within twenty-four (24) hours from the date of receipt. Said notice shall be delivered at the aforementioned address of the party in default/breach by certified mail, return receipt requested. Should one party claim the default/breach has been cured, while the other denies same, then the parties agree to submit said dispute to binding arbitration in accordance with the rules of the American Arbitration Association; said arbitration hearing to be held in Monroe, Ouachita Parish, Louisiana. In the event of an actual arbitration, the prevailing party shall be reimbursed for all reasonable expenses, including the cost of legal counsel.
14. **NOTICES:** All notices, approvals, consents or other communications permitted or required to be given under this Agreement shall be given in writing and delivered in person or sent by certified mail, return receipt requested and postage prepaid, to the parties at the aforementioned addresses. Notices delivered in person shall be effective when delivered. Notices forwarded by certified mail shall be deemed effective upon receipt, or in any event not later than ten (10) days after deposit in the United States Mail. Any party wishing to change the address for notice may do so by complying with the provisions of this paragraph.
15. **SITUS:** The parties hereto acknowledge and agree this Agreement was made and entered in Ouachita Parish, Louisiana and that the court of said parish shall have exclusive jurisdiction over any dispute or controversy arising out of said agreement, and the laws of Louisiana shall be applied.

Init:



Init: DJK

16. **NON-SOLICITATION:** During the Term of this Agreement and for a period of one (1) year thereafter, ORGANIZATION agrees that ORGANIZATION will not, directly or indirectly, on ORGANIZATION'S own behalf or on behalf of any person, whether as an agent, shareholder, member, principal, consultant, independent contractor, partner, creditor or in any other capacity:

- a) employ or seek to employ any person who was an employee of FACILITY at any time during the prior twelve (12) month period;
- b) hire any of FACILITY'S subcontractors or agents who worked on the Campaign at any time during the prior twelve (12) month period; or
- c) induce, cause, solicit, advise or influence any person to leave the employment of FACILITY.

17. **WIND DOWN PERIOD:** In the event of a termination of this Agreement by either party, whether said termination is with or without cause, or at the natural expiration of the Agreement, it is agreed FACILITY shall have six (6) months from the effective date of said termination to conclude its fundraising activities. ORGANIZATION and FACILITY will continue to be bound by all rights and obligations set forth in this Agreement for such six (6) month period; provided, that FACILITY agrees to cease any and all new contact fund-raising solicitations immediately upon the effective date of termination. In furtherance of the foregoing and not in limitation, FACILITY will continue to be authorized on behalf of ORGANIZATION to;

- a) collect unfulfilled pledges arising at or prior to the termination of the campaign, and continue the normal billing procedures for whatever portion of the campaign has been completed at the termination date of this Agreement through any method of collection (i.e., including mailing via U.S. postal service or electronically or making follow-up telephone calls),
- b) receive mail on behalf of ORGANIZATION,
- c) deposit checks on behalf of ORGANIZATION, and furtherance of the foregoing
- d) receive payment in accordance with Section 7 of this contract. In furtherance of the foregoing and not in limitation, during the wind down period ORGANIZATION will not amend or terminate the bank account established pursuant to Article 7 until the end of the wind down period.

18. **FORCE MAJEURE:** No party hereto shall be required to perform any obligation hereunder (other than an obligation to pay money) that is directly or indirectly prevented by delays of vendors or suppliers, strikes, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such party and the time for performance thereof shall be extended by the number of days such performance is so prevented; provided, however, that the party so prevented from performing shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from performing.

Init: MC

Init: DSK

19. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement by and between the parties hereto, and all prior Agreements, written or oral, are merged herein. Absolutely no verbal Agreement (s) will be recognized. Any amendments must be in writing and signed by each of the parties hereto.

Init:

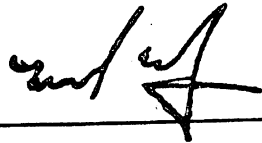
mc

Init:

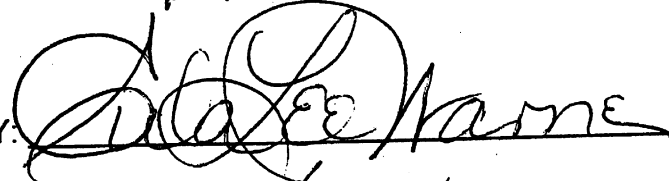
DSK

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FOR A.D.S.A., Inc. d/b/a  
AMERICAN DEPUTY SHERIFFS' ASSOCIATION

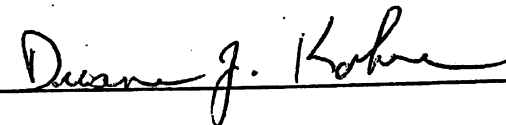
BY: 

PRESIDENT: Michael Croft

BY: 

DATE SIGNED: Feb. 2003

FOR (FACILITY): PUBLIC AWARENESS, Inc.  
Duane Kolve

BY: 

TITLE: OWNER/PRES

BY: DUANE J. KOLVE

DATE SIGNED: 3-13-03

Federal I.D.#: (if company is incorporated) 013-03-0410152

Social Security #: (if company is not incorporated) \_\_\_\_\_

## **ADDENDUM I - COMPENSATION TO THE PARTIES**

For and in consideration of this addendum PUBLIC AWARENESS, INC. herein after referred to as FACILITY and ADSA, Inc. d/b/a AMERICAN DEPUTY SHERIFFS' ASSOCIATION herein after referred to as ORGANIZATION.

FACILITY guarantees that ORGANIZATION will receive no less than 10% (ten percent) of all moneys sent to either FACILITY or ORGANIZATION, which arise directly or indirectly from the campaign.

FACILITY will receive 86% (eighty-six percent) and ORGANIZATION 14% (fourteen percent) of all moneys collected under \$40,000.00 (forty thousand & no/100). FACILITY will receive 87% (eighty-seven percent) and ORGANIZATION 13% (thirteen percent) of all moneys collected over \$40,000.00 (forty thousand & no/100).

This addendum applies to the contractual agreement between FACILITY and ORGANIZATION for the purpose of raising funds in the states of; IOWA, KANSAS, ~~MICHIGAN~~, NEBRASKA, ~~NORTH DAKOTA~~, and WYOMING. A copy of this addendum should be attached to each of these contractual agreement by FACILITY and ORGANIZATION.

This addendum shall commence on the 29th day of October, 2003 and expire in conjunction with the specified contractual agreements of which it is attached.

IN WITNESS WHEREOF, the parties hereunder have set their hand and have caused this Addendum to be made and duly executed by their respective authorities, agent/officer:

APPROVED BY:

FOR ORGANIZATION: ADSA, Inc. d/b/a AMERICAN DEPUTY SHERIFFS' ASSOCIATION

BY: Ashley Isaac / Lee Warren Sec. Treas

PRINT NAME: Ashley Isaac

TITLE: President

DATE: 12-16-2003

FOR FACILITY: PUBLIC AWARENESS, Inc.

BY: Duane J. Kolve

PRINT NAME: DUANE J. KOLVE

TITLE: PRESIDENT

DATE: 9-29-03

318-398 9500

9980

**CONTRACT ADDENDUM**

This addendum is made and entered into this 11 day of March, 2003, by and between Public Awareness, Inc., (hereinafter referred to as "PRODUCER") and American Deputy Sheriffs' Association, a non-profit corporation (hereinafter referred to as "CLIENT").

WHEREAS, PRODUCER and CLIENT are parties to a certain agreement dated February 24, 2003 and

WHEREAS, in order to accurately reflect the true and correct names of the parties an addendum is required.

WITNESSETH

FOR AND IN CONSIDERATION of the mutual covenants herein contained, the sufficiency of which is acknowledged as evidenced by the signatures of the parties hereto, it is mutually agreed as follows:

1. All reference to PAI, Inc. in the original contract, and any addendum thereto, shall hereafter be replaced with Public Awareness, Inc.
2. In all other respects not specifically modified herein the existing agreement dated Contract date shall remain in full force and effect. A copy of said agreement is attached hereto and incorporated herein by this reference.

Further, this agreement may not be modified, changed or terminated in whole or in part, in any manner except by an agreement duly signed by CLIENT and PRODUCER.

FOR (ORGANIZATION):

ADSA, Inc. d/b/a American Deputy Sheriffs' Association

President: [Signature]

By: [Signature]

Title: Secretary - Treasurer

Date: March 11, 2003

<i>IA</i>	
<i>Members</i>	43
<i>Departments</i>	18
<i>Possible</i>	99
Appanoose C	1
Black Hawk	1
Boone Count	11
Fremont Cou	1
Guthrie Coun	1
Iowa County	1
Jasper Count	1
Jefferson Co	10
Lee County S	1
Lyon County	4
Mills County	1
Mitchell Coun	2
Pocahontas	1
Sioux County	3
Story County	2
Union County	1
Wright Count	1



#16

KW: Keith [REDACTED]  
J: Justin  
MR: Mail Room

---

KW: Hello

J: Hello Keith?

KW: Yes.

J: This is Justin P. A. I. calling for the American Deputy Sheriff's.

KW: Yes.

J: How ya been doing today, OK?

KW: Good.

J: No emergencies Keith. Put your hands down too. You're not in any trouble.

KW: OK.

J: We're calling everyone in the area. It's that time of year the deputies are having their benefit drive.

KW: OK.

J: Now it's a little different this year. We're mainly providing equipment that taxes don't pay for. I don't know if you know this but deputies have to buy their own bullet proof vests. So like always, ADSA buys the vests and gives them to the members that can't afford them. Just like last year we mail everything to you first, with a thank you letter, a tax deductible receipt and the official decal for the car or home window. Now, Keith that decal, it's a little sheriff's badge. Put that in the back window of your car, it's going to let you run all the green lights that you want to. It, a, it also shows you stand behind the deputies and their efforts. So would that be OK, could the deputies count on you for a little help? We'd sure appreciate it.

KW: Oh sure.

J: Well as far as pledges go Keith, we have several. And like always, like I said we

L:sst:adsa.keith [REDACTED]

mail everything to you first. Now don't let me, don't let me scare you away, most folks are helping with family pledges of thirty five or fifty dollars. Top supporters are helping with honor pledges of seventy five and a hundred. Keith, could you be a top supporter and do a big one?

KW: I don't know.

J: Well, it sounds like one of the smaller ones would be easy for you then, right?

KW: Yes.

J: Could you be do a hero and do one for fifty or thirty five?

KW: It's possible.

J: How about a thirty five dollars, Keith would that work?

KW: Sure.

J: OK if everyone did that Keith we, you wouldn't have to hear my annoying voice for five to ten years. All right Keith. We'll mail you a thank letter, a return envelope, a decal, and a receipt for your records. Now Keith because of the high cost of postage and printing and being a non-profit tax deductible charity, can the American Deputy Sheriff's Association definitely count on your return of thirty five dollars once you receive everything.

KW: Yes.

J: This way we could put it to good use for you right away Keith. One more thing before you go, I almost forgot. I want to point out the return address for the check will be in Des Moines. You see rather than have the checks sent to the several locations, we have them sent to one central location. It's a lot easier to keep track of this way. This way you don't see Des Moines as the return and think it's just for them and throw it away. When you get everything in the mail, our 800 number is right on the brochure. If you have any questions, just give it call.

KW: OK.

J: Keith it's good people like yourself who really do make a difference. You and your loved ones have a great and safe 2004.

KW: OK.

J: Keith, Keith I'm going to transfer you the mail room so they can verify your

address and the amount so they don't think that it's thirty five hundred dollars, and when we, when we agreed on thirty five, OK?

KW: Oh OK.

J: So don't hang up, here's she is OK?

MR: Hi Keith?

KW: Yes.

MR: I see here that you definitely promised to help out with thirty five dollars for this campaign fund raising drive.

KW: Yes.

MR: Wonderful. May I please get your mailing address.

KW: [REDACTED] Street.

MR: And that's in Dubuque?

KW: Yep.

MR: That zip code please.

KW: 52001.

MR: Um that is a house, correct, there's no lot number, apartment number or p. o. box. Keith I have the spelling of your last name as [REDACTED].

KW: Yes.

MR: Great. If you could please return your check within seven days it really does help to simplify our bookkeeping. Is that OK?

KW: That would be fine.

MR: Great I thank you for your time and support. You have yourself a wonderful evening.

KW: Yes thank you.

MR: Yep. Bye, bye now.

L:sst:adsa.keith [REDACTED]

KW: Good bye.

#36

JY: Joyce [REDACTED]  
J: Josh  
MR: Mail Room

---

J: A, Mrs. [REDACTED]. [REDACTED]?

JY: Yes, uh huh.

J: Hi this is Josh P. A. I. calling for the American Deputy Sheriff's. How ya been doing today? OK?

JY: Oh yeah.

J: All right well there's no emergencies you can put your hands down too you're not in any trouble.

JY: Okay (laughs).

J: A, we're just calling everybody in the area. It's that time of year the deputies are have their benefit drive. Now it's a little different this year. We're mainly providing equipment that taxes don't pay for. I don't know if you know this but deputies have to buy their own bullet proof vests. So like always the ADSA buys the vests and gives it to the members that can't afford them. All right just like last year, we do mail everything to you first with a thank you letter, a tax deductible receipt and an official decal for the car or home window. Now that decal, it is a little sheriff's badge, you put that in the back window of your car, it'll let you run all the green lights you want.

JY: Yeah.

J: Only the green ones though.

JY: Only the green ones. I got that.

J: Right. There you go. But it also shows that you stand behind the deputies and their efforts. A, so would that be OK, could the deputies count on you for a little help? We sure would appreciate it.

JY: Oh boy.

J: We're not going to ask you to do it weekly or monthly. It's really just one time for

L:sst:adsda.joyce [REDACTED]

the drive. And a little bit from a lot of people does go a long ways.

JY: Oh boy yeah I'm afraid I'm going to have to pass, right at tax time here.

J: Oh miss, miss [REDACTED], let me ask you this. I know you do get a lot of calls and requests, I really do get them myself, of course but I am hardly every home. I am kind of hoping a call from the deputies would be somewhat different. After all we're not trying to sell you aluminum siding or change your long distance. All we're really trying to do here is get your support for buying some life saving bullet proof vests for the deputies that don't have them. And we're really not asking you to do anything today. But if we did mail everything to you first could you stand behind the guys for just fifteen dollars, we sure would appreciate it.

JY: Oh golly.

J: And it, it, it is just one time for the drive and a little bit from a lot people does go a long ways and it is tax deductible, of course. And you know, we're not only helping or providing life saving bullet proof vests for the deputies that don't have them, but we're also helping the families of officers killed in the line of duty with the death benefit fund. Which does provide five thousand dollars to actually help them get through the tough times and all we're really asking for is just fifteen dollars.

JY: Fifteen dollars.

J: Yep, that's it.

JY: OK, I can handle fifteen dollars.

J: Hey that is great support. If everybody did fifteen dollars you probably wouldn't have hear my annoying voice for like fifteen years.

JY: OK.

J: OK we'll mail you a thank letter, return envelope a decal and a receipt for the records.

JY: Oh OK...

J: Now, oh, I'm sorry I didn't catch your first name, please?

JY: Joyce.

J: Joyce.

L:st:adsda.joyce [REDACTED]

JY: Um hum.

J: J-O-Y-C-E?

JY: Yeah.

J: OK Joyce we'll mail you a thank you letter, a return envelope, decal and a receipt for the records. Now Joyce because of the high cost of postage and printing and being a non profit, tax deductible charity, a, can the American Deputy Sheriff's Association definitely count on you to return the pledge of fifteen dollars once you receive ...

JY: Fifteen dollars. Yes.

J: OK great this way we can just put it to good use for you right away. And a one more thing before you go, I almost forgot I just want to point out the return address for the check will be in Des Moines. See rather than have the checks sent to several locations we do have them sent to one central location, it is just a lot easier to keep track of. And this way you just don't see Des Moines as a return a think it's just for them and throw everything away. Do you have any questions for me Joyce?

JY: I don't believe so.

J: OK great...

JY: How long, how long before it will come?

J: I believe it'll be there in two to four days of course.

JY: Two to four days...

J: Um hum.

JY: I'm gonna be out of town for nine days so...

J: OK.

JY: I won't be able to reply and so...

J: That's fine. Yeah that'd be great.

JY: ... 'til I get back.

J: That, that is, that's perfect.

L:sst:adsda.joyce [REDACTED]

JY: OK.

J: OK and a one last thing before you go here I'm going to transfer you over to our mail room so they can just double check the address, OK, so don't hang up here.

JY: Oh, OK.

J: Here ya go.

MR: Hi, Joyce?

JY: Yes.

MR: Hi I see here that you definitely promised to help out with fifteen dollars for this campaign fund raising drive?

JY: Fifteen. One time. Yes.

MR: Yep. May I please get that mailing address.

JY: A, [REDACTED] Street, Spirit Lake, Iowa.

MR: And that zip code?

JY: 51360.

MR: And that is a house correct, there's no lot number, apartment number or p. o. box.

JY: No that's a house number.

MR: I have the spelling of your last name as [REDACTED]?

JY: That's correct.

MR: Great Joyce if you could please return your check within seven days it really does help to simplify with our bookkeeping.

JY: OK I won't be able to um, as I explained to the gentleman, I'm going to be leaving a tomorrow and I will be gone for a nine days. So I won't be home even to get my mail before ten days.

MR: OK that's fine.

JY: But I'll put, I'll get it in as soon as I get home.

L:sst:adsda.joyce [REDACTED]



MR: Sounds good.

JY: OK.

MR: Thank you so much for your support Joyce, you have a nice evening.

JY: Thank you.

MR: Yep, bye, bye.

JY: Bye. Bye.

#42

CW: Cecil [REDACTED]  
T: Tim  
MR: Mail Room

---

CW: Hello?

T: Hello Cecil?

CW: Yes.

T: Hey this is Tim P. A. I. calling for the American Deputy Sheriff's. How ya doing today, OK?

CW: All right.

T: Not too bad for a Thursday, right?

CW: Yeah.

T: No emergencies, you can put those hands down too, you're not in any trouble, OK.

CW: OK.

T: You weren't too worried though, were ya?

CW: No.

T: OK. I figured you gave up them bank robbing days years ago, right?

CW: Yeah.

T: No we're giving everyone just a quick call in the area Cecil. It's that time of year again deputies are having that benefit drive. Big surprise, right?

CW: Uh huh.

T: Yep a little different this year though, mainly providing equipment taxes don't pay for. Now I'm not sure if you know this or not but deputies, they do have to buy their own bullet proof vests. The ADSA buys them then passes them out to under funded deputy members who can't afford them. Like always we mail

L:sst:asda.cecil [REDACTED]

everything out to you first, a thank you letter, fully tax deductible receipt, and we have a brand new decal sticker. Resembles a sheriff's badge. Place that in the back window of your car Cecil, guaranteed it'll let you run all the green lights you'd like, OK.

CW: Yeah.

T: Just the green ones though. I wouldn't want to get ya in trouble now OK?

CW: Right, right.

T: More importantly though, it shows you do stand behind the deputies and all the efforts. Would that be OK, the guys count on ya for a little help? We'd sure appreciate it.

CW: Yeah.

T: Fantastic. As far as the pledges go, we have several. Like I said we do mail it to you first so...

CW: OK.

T: ...don't let me scare you away with our pledge...

CW: All right.

T: ...amounts now OK? Now because we are fully tax deductible and we do mail it to you first, and, we do believe that every deputy should have a bullet proof vest. The top supporters they're doing honorary member pledges, a hundred, hundred seventy five up to two hundred dollars. Now could you go that extra mile and do an honorary member pledge for hundred, hundred fifty...

CW: A no...

T: ...to two hundred.

CW: I'm not going to do that much ...

T: No OK don't feel bad but no one ever volunteers for the big ones anyways. Never hurts to ask though right?

CW: Right...

T: We have a standard family, most concerned folks are sticking with is fifty dollars, that'd be better for your budget?

CW: A, I don't know that I want to give that much either.

T: Oh a little too high for ya. It's pretty much whatever fits your budget here.

CW: Yeah.

T: A you know your budget better than we do.

CW: Right.

T: Those are just some of the standard pledges we have.

CW: OK.

T: A, what you were you thinking helping out with Cecil?

CW: Um let's, let's say twenty dollars.

T?: Twenty dollars? Fantastic you know if I could get everybody just to do twenty even one time, I could probably stop making these phone calls altogether, you know that? It'd be worth it right there anyway, right?

CW: Yeah.

T: Great support. Need to make sure we got the correct mailing information then we'll get her out to ya, OK?

CW: OK.

T: Last name is [REDACTED]?

CW: Yep.

T: OK. And Cecil we're going to mail you a thank you letter, return envelope, decal and receipt for your records. Because of the high cost of postage and printing, and being a non-profit, tax deductible charity, they have me ask everybody, can the American Deputy Sheriffs's Association definitely count on you to return your pledge of twenty then, once you've received everything?

CW: Yes.

T: Fantastic. We'll put it to good use for you right away then.

CW: OK.

T: Oh I almost forgot, I want to point out to you the return address for your check will be in Des Moines. Rather than having them sent to several locations we have them sent to the one central location.

CW: OK.

T: Lot easier to keep track of.

CW: OK.

T: That way you don't see Des Moines and think its just for them and toss everything ...

CW: OK.

T: Any questions?

CW: Nope.

T: Well if you come across any now our 1-800 number is on the back of the brochure so feel free to give us a call.

CW: OK.

T: Hey a, do me a favor, you and the loved ones have a safe, great 2004.

CW: OK.

T: And so you don't get any second bothersome *[three seconds of silence]* check, make sure we got the correct mailing address, and we'll get it right out to ya.

CW: OK.

T: Should take no longer than two to four business days now, for you to receive that.

CW: OK.

T: And it looks like it'll be gentleman now. I'll get ya over. Thanks again.

CW: OK.

MR: Hi Cecil?

CW: Yes.

MR: Hi Cecil. OK your last name [REDACTED].

CW: Yes.

MR: Want to get the mailing address from ya?

CW: [REDACTED].

MR: OK. 50263?

CW: Yes.

MR: There's no a lot number, no p. o. box, nothing else.

CW: Nope. Nope.

MR: And it looks like you definitely promised about the twenty this year's fund raiser.

CW: Yes.

MR: Will you be doing us a small favor, if you'd return the pledge within seven days after you get it that'll simplify the bookkeeping.

CW: OK.

MR: You make sure you have a good night.

CW: All righty. Thanks.

MR: Thanks buddy.

CW: Bye.

MR: Bye.

## ADSA PRESENTATION

HELLO, MR/MRS \_\_\_\_\_. THIS IS \_\_\_\_\_ OF \_\_\_\_\_ CALLING FOR THE AMERICAN DEPUTY SHERIFFS' ASSOCIATION...(SMILE) HOW HAVE YOU BEEN DOING, OKAY? (MAKE A FRIEND)

THE REASON FOR THE CALL (NAME), WE'RE CONDUCTING THE ANNUAL BENEFIT DRIVE. LIKE ALWAYS, PROCEEDS ARE USED FOR DEATH BENEFITS, EQUIPMENT, SCHOLARSHIPS AND MORE. YOU SEE IT'S THE SAME AS LAST YEAR. THERE IS A \$5000 FUND THAT GOES TO THE FAMILY OF OFFICERS KILLED IN THE LINE OF DUTY. THE ASSOCIATION IS ALSO PROVIDING EQUIPMENT SUCH AS BULLETPROOF VESTS...TO HELP KEEP OUR MEN AND WOMEN OFFICERS SAFE. ANYWAY (NAME), LIKE ALWAYS WE MAIL EVERYTHING TO YOU FIRST ALONG WITH A THANK YOU LETTER, A TAX-DEDUCTABLE RECEIPT, AND THE "OFFICIAL" DECAL FOR YOUR CAR OR HOME WINDOW THAT SHOWS YOU STAND BEHIND THE DEPUTIES AND THEIR EFFORTS. SO WOULD THAT BE OKAY? (NAME) COULD THE ADSA COUNT ON YOUR SUPPORT? WE'D SURE APPRECIATE IT.

### IF THEY SAY "YES" OR "HOW MUCH"

WELL AS FAR AS PLEDGES GO WE HAVE SEVERAL, AND LIKE ALWAYS WE MAIL EVERYTHING TO YOU FIRST, ALONG WITH A THANK YOU LETTER, RETURN ENVELOPE, AND A RECIEPT FOR YOUR RECORDS. NOW MOST FOLKS ARE HELPING WITH OUR STANDARD PLEDGE FOR \$25, AND TOP SUPPORTERS ARE HELPING WITH HONOR PLEDGES OF \$35 AND \$50. (NAME) COULD YOU BE A TOP SUPPORTER AND DO A BIG ONE? (IF TOO MUCH) IT SOUNDS LIKE THE \$25 WOULD BE EASIER FOR YOU THEN, RIGHT! (IF STILL TOO MUCH)(GO TO IF THEY SAY "NO")

### IF THEY SAY "NO"

(NAME) YOU KNOW, IT'S NOT THE AMOUNT OF MONEY THAT IS IMPORTANT. LIKE I SAID BEFORE, WITH THIS PROVIDING BULLETPROOF VESTS, EQUIPMENT, TRAINING SEMINARS, SCHOLARSHIPS AND MANY VALUABLE BENEFITS FOR OUR DEPUTIES THAT CAN'T AFFORD THEM, EVERY LITTLE BIT COUNTS. WHEN TIMES ARE TIGHT MOST PEOPLE ARE HELPING WITH \$15. (NAME) IF YOU COULD DO THAT I'D EVEN TAKE A COFFEE BREAK IN YOUR HONOR! (IF STILL NO) WELL THANK YOU FOR YOUR TIME; PLEASE KEEP THE AMERICAN DEPUTY SHERIFFS' ASSOCIATION IN MIND FOR NEXT YEAR.

### CLOSE

GREAT!! WHAT IS YOUR CURRENT MAILING ADDRESS? IS THERE A LOT OR APARTMENT #? WHAT IS YOUR ZIP CODE? AND WHAT IS YOUR FIRST NAME? OKAY, WE'LL MAIL YOU A THANK YOU LETTER, RETURN ENVELOPE, A DECAL AND A RECEIPT FOR YOUR RECORDS. NOW, MR/MRS \_\_\_\_\_ BECAUSE OF THE HIGH COST OF POSTAGE AND PRINTING, CAN WE DEFINITELY COUNT ON YOU TO RETURN YOUR PLEDGE OF \$\_\_ ONCE YOU RECEIVE EVERYTHING? (MUST BE A DEFINATE "YES") OH (NAME) ONE MORE THING BEFORE YOU GO, I ALMOST FORGOT, I WANT TO POINT OUT THAT THE RETURN ADDRESS FOR YOUR CHECK WILL BE IN \_\_\_\_\_, YOU SEE RATHER THAN HAVING THE CHECK'S SENT TO SEVERSL LOCATIONS WE HAVE THEM SENT TO ONE CENTRAL LOCATION, IT'S A LOT EASIER TO KEEP TRACK OF. THIS WAY YOU DON'T SEE \_\_\_\_\_ AS THE RETURN AND THINK IT'S JUST FOR THEM AND THROW EVERYTHING AWAY. GREAT (BE SINCERE) I JUST WANT TO TAKE A MOMENT AND THANK YOU MR/MRS \_\_\_\_\_, IT'S GOOD PEOPLE LIKE YOU WHO REALLY MAKE A DIFFERENCE!!

## **OBJECTIONS**

### **CAN YOU SEND ME SOME INFORMATION?**

WE'LL SEND YOU A SUPPORT PACKAGE THAT INCLUDES A THANK YOU LETTER AND A DECAL (NOT ABCC). BUT IN ORDER TO DO THAT, SINCE THE ORGANIZATION IS NON-PROFIT, WE DO NEED A SMALL PLEDGE OF AT LEAST \$10, AND ONCE YOU RECEIVE THE SUPPORT PACKAGE YOU CAN SEND MORE IF YOU LIKE. CAN THE (ORGANIZATION) COUNT ON YOUR SUPPORT FOR AT LEAST A MINIMUM PLEDGE OF \$10?

### **I DON'T PLEDGE OVER THE TELEPHONE:**

WE'RE NOT ASKING FOR ANY MONEY RIGHT NOW. WE'LL SEND YOU A SUPPORT PACKAGE, WHICH TAKES ABOUT A WEEK TO REACH YOU, AND YOU HAVE A WEEK TO RETURN IT. BUT IN ORDER TO DO THAT, SINCE THE ORGANIZATION IS NON-PROFIT, WE DO NEED A SMALL PLEDGE OF AT LEAST \$10 AND ONCE YOU SEE THE SUPPORT PACKAGE YOU CAN SEND MORE IF YOU LIKE. CAN THE (ORGANIZATION) COUNT ON YOUR SUPPORT FOR AT LEAST A MINIMUM PLEDGE OF \$10?

### **HOW MUCH OF MY DONATION GOES TO THE CHARITY?**

APPROXIMATELY 15-20%. THE BALANCE GOES FOR ADMINISTRATIVE COSTS SUCH AS RENT, UTILITIES, SALARIES, TAXES, AND OFFICE OVERHEAD AS ALL BUSINESS HAS. CAN THE (ORGANIZATION) COUNT ON YOUR SUPPORT?

### **DOES THIS HELP LOCALLY?**

THE AMERICAN DEPUTY SHERIFFS' ASSOCIATION IS A NATIONAL ORGANIZATION COMPRISED OF COUNTY LAW ENFORCEMENT OFFICERS FROM ALL OVER THE COUNTRY. EVERY DEPUTY, INCLUDING YOURS, WHO JOINS (FOR FREE) RECEIVES ALL BENEFITS AT NO COST TO THEM. ADSA, INC. FURNISHES THEIR BENEFITS TO THEM FOR FREE, THANKS TO GOOD SUPPORTERS LIKE YOURSELF.

### **HOW DO I KNOW THIS IS LEGITIMATE?**

WITH YOUR INVOICE WE SEND YOU PRINTED MATERIAL TELLING YOU ABOUT THE ORGANIZATION AND THE FINE WORK THEY DO AS WELL AS THEIR TOLL FREE NUMBERS OR VISIT THE WEB [www.deputysheriff.org](http://www.deputysheriff.org). CAN THE (ORGANIZATION) PLEASE COUNT ON YOUR SUPPORT?

### **ARE YOU A PAID SOLICITOR?**

YES I AM. I MIGHT ADD THAT THIS IS THE TOUGHEST JOB I'VE EVER HAD. CAN THE (ORGANIZATION) PLEASE COUNT ON YOUR SUPPORT?

### **WHERE ARE YOU CALLING FROM?**

I'M CALLING YOU FROM \_\_\_\_\_.



## **QUESTIONS**

### **IS THIS TAX DEDUCTABLE?**

YES, THE ASSOCIATION HOLDS A 501 (C3) STATUS, WHICH MEANS IT, IS DEDUCTABLE FROM YOUR FEDERAL INCOME TAXES, SO CAN WE COUNT ON YOUR SUPPORT? IT WOULD BE APPRECIATED.

### **HOW DO I KNOW IF THEIS IS LEGITIMATE?**

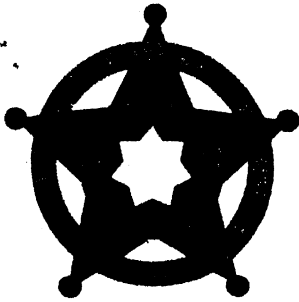
WELL FIRST OF ALL, THE ASSOCIATION IS REGISTERED WITH THE STATE AS REQUIRED BY LAW, AND ALL CHECKS ARE MADE OUT TO THE AMERICAN DEPUTY SHERIFFS' ASSOCIATION, SO THAT NO ONE ELSE CAN SPEND THE MONEY. ALSO IF YOU AGREE TO HELP OUT, WE'LL MAIL EVERYTHING TO YOU FIRST WITH OUR TELEPHONE NUMBER IF YOU HAVE ANY ADDITIONAL QUESTIONS. SO MR/MRS (NAME), CAN THE ADSA COUNT ON YOUR SUPPORT? VISIT ADSA, INC. ON THE WEB [www.deputy.sheriff.org](http://www.deputy.sheriff.org)

### **DO YOU GET PAID TO MAKE THESE CALLS?**

YES, I GET PAID BY THE HOUR TO MAKE THESE CALLS. I'M SURE YOU'D AGREE THAT THE AMERICAN DEPUTY SHERIFFS' ASSOCIATION FEELS THIS IS THE BEST POSSIBLE WAY TO RAISE THE MOST FUNDS OR BELIEVE ME---THEY'D FIND ANOTHER WAY TO DO IT. SO COULD THE AMERICAN DEPUTY SHERIFFS' ASSOCIATION COUNT ON YOUR SUPPORT?

### **HOW MUCH DO THE OFFICERS GET?**

APPROXIMATELY 15-20%. THE BALANCE GOES FOR ADMINISTRATIVE COST SUCH AS RENT, PHONES, SALARIES, TAXES, AND OFFICE OVERHEAD AS ALL BUSINESS HAS. CAN THE ORGANIZATION PLEASE COUNT ON YOUR SUPPORT?



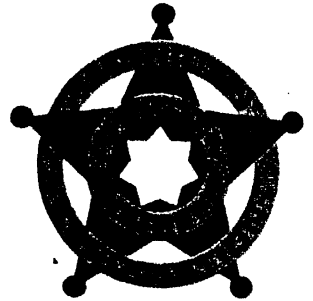
ADSA, INC.

# AMERICAN DEPUTY SHERIFFS' ASSOCIATION

A Non-Profit Organization

Charter # 01422461 • Tax Exempt # 76-0519780

Organization Questions 800-937-7940



ADSA, INC.

Deputy Sheriff  
Sgt. Ashley Isaac  
President

Dear Kind Supporter:

Thank you for your kind support of the American Deputy Sheriffs' Association (ADSA). I was very pleased to learn of your pledge of support for our organization.

The American Deputy Sheriffs' Association is a non-profit organization providing necessary services to over 22,000 sheriffs' department employees.

I urge you to mail in your donation today. Our present needs are great.

Though our work is very difficult at times, together we can help the brave men and women who spend their lives protecting all of ours.

Your donation will be put to great use. Some of the wonderful things your donation helps us provide include:

- **Death Benefits for the families of slain member officers**
- **Lifesaving training seminars**
- **Lifesaving equipment, such as bulletproof vests**
- **Members of ADSA have access to a National Credit Union which can provide a variety of banking needs.**

It is people like you who are making the difference! As a way of saying thanks, we have enclosed an ADSA Supporter decal for you to proudly display.

Sincerely yours,

Deputy Sheriff  
Sgt. Ashley Isaac  
President

P.S. From myself and the entire American Deputy Sheriffs' Association, thanks so much for your kind help!

**Exhibit 9**

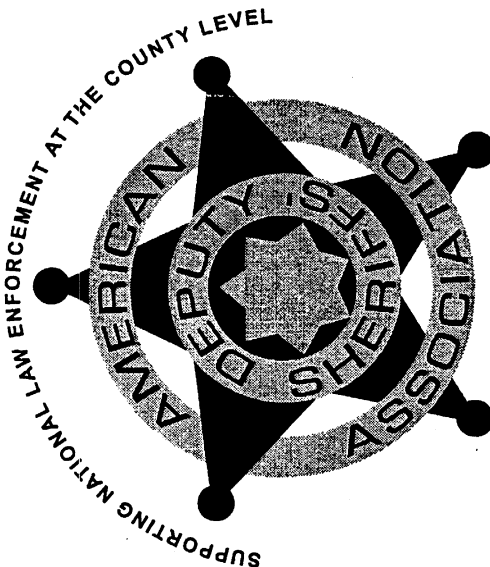
## Safety Tips from Law Enforcement Professionals:

Take a moment to look this over and then sit down with your child and go over each point answering questions and encouraging conversation as you go. This may be the most valuable ten to fifteen minutes you will ever spend with your child.

### WHAT EVERY CHILD SHOULD KNOW AND UNDERSTAND

- Children should know their full name, telephone number and full address, including the state they live in.
- They should learn how to use a pay phone and carry enough change to make a call if necessary.
- Teach them how to make emergency (911) calls and let them know what to expect when they call.
- They should know to kick and scream if any stranger attempts to grab them. Specifically, they should know they do not have to be, and should not be, polite in this situation.
- Children should know that no matter how nice someone looks, if you do not know them, don't talk to them.
- They should know to never go anywhere with strangers. A stranger is anyone you don't know well. Set up a code word system with them, and tell them not to go anywhere with anyone who does not have the code word.
- They should stay away from parked cars, alleys, and dark doorways and should know to always stay in plain view of crowds of people.
- They should never allow older strangers to play in their games.
- Tell them to always attend school extracurricular activities in groups. Walking to and from school should also be done in groups.
- Children should never allow strangers to take pictures of them or their friends. Tell them to run away and tell an adult if someone does.
- Children should never ride their bike alone or at night.
- Children should always answer the phone when they are home alone. They should tell the caller that their parents are busy and can't come to the phone and take a message. Practice this with them. But they should never answer the door when they are alone and never allow strangers into the home.
- Your child should know that if they have a problem they should keep talking about it, telling you, a teacher, a school counselor or a trusted relative, until the problem is resolved.
- And, they can always call 911 if something scary happens and they need help.

*The ADSA has free membership to all county law enforcement personnel. This free membership includes our quarterly publications, the INFORMANT, mailed to each member.*



ADSA. INC.

### CHECK US OUT:

IF YOU NEED MORE INFORMATION ABOUT ADSA, INC. PLEASE CONTACT OUR OFFICE AT (800) 937-7840.

FEDERAL TAX EXEMPT NO.: 78-0619780  
CHARTER NUMBER: 01422481

ADSA, INC. HAS A WEB SITE! THE INFORMATION IS AVAILABLE 24 HOURS A DAY.  
THE ADDRESS IS:  
<http://www.deputysheriff.org>  
OR E-MAIL: [adssa@bayou.com](mailto:adssa@bayou.com)

# THE ADSA

THE  
AMERICAN  
DEPUTY  
SHERIFFS'  
ASSOCIATION  
A NON-PROFIT ORGANIZATION



ADSA. INC.

THE AMERICAN DEPUTY SHERIFFS' ASSOCIATION — COMMITTED TO OUR MEMBERS

# WHAT IS THE ADSA?

*American Deputy Sheriffs' Association is a national non-profit organization formed to assist county law enforcement personnel, therefore providing benefits which otherwise would not be available on a local level.*

***Available ADSA, Inc. programs include:***

## **\$5,000 DEATH BENEFIT**

The ADSA realizes the death of even one law enforcement officer is a tragedy. In the event that any member is killed in the line of duty, their family will receive a \$5,000 financial assistance.

## **SCHOLARSHIP PROGRAMS**

Student dependents of ADSA members are invited to apply for our scholarship program. All requests are reviewed and scholarships are granted twice each year. ADSA realizes the goals of continuing an education are the heart and soul of our country. It is with great pleasure that American Deputy Sheriffs' Association extend these scholarships to the dedicated youth across the country.

## **EQUIPMENT DONATIONS**

Each Sheriffs' Department has different needs. ADSA works with sheriff request for everything from radar equipment to camcorders to breathalyzers, as well as bullet resistant vests which are priority equipment to all law enforcement officers.

## **TRAINING PROGRAMS**

ADSA underwrites a two day training seminar. This mobile training unit is highly trained under a certified instructor to teach new techniques, weapon retention, hand-to-hand combat, and also standing and ground usage of all instruction. This training is geared specifically for the law enforcement official.

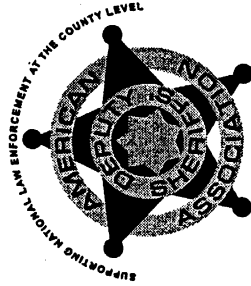
To date the ADSA has almost 26,000 members throughout the United States. Our ultimate goal is to expand membership into ALL counties in the Continental United States of America!

## **ADSA ADVISORY BOARD**

This select group of law enforcement members was assembled to correspond with the ADSA to advise and guide pertaining to the membership decisions of the Association.



*Sgt. Ashley Isaac  
Deputy Sheriff  
President of ADSA, Inc.*



ADSA, INC.



*Bullet Proof Vests Being Distributed*

**“THE PRESENTATION OF THE DEATH BENEFIT CHECK TO DEPUTY (JOSEPH) LATIMER'S WIDOW WAS GREAT . . . THE DIFFERENT AGENCIES AT THE CEREMONY WERE DULY IMPRESSED.”**

*Undersheriff Dennie Bellah*

**“I'VE BEEN IN LAW ENFORCEMENT OVER 17 YEARS AND HAVE NEVER SEEN AN ASSOCIATION DO SO MUCH FOR ITS MEMBERS AND REQUIRE SO LITTLE IN RETURN. KEEP UP THE GOOD WORK!”**

*Deputy Constable Terry Maitland*

**“I CAN'T BELIEVE MEMBERSHIP IS FREE! WHY ISN'T EVERY DEPUTY IN THE COUNTRY A MEMBER? THIS COULD BE ONE OF THE STRONGEST VOICES FOR LAW ENFORCEMENT IN THE WORLD!”**

*Deputy Phillip Law*

**SUPPORTING LAW ENFORCEMENT AT THE COUNTY LEVEL**



# THE AMERICAN DEPUTY SHERIFFS' ASSOCIATION

A Non-Profit Organization.

82495

Date \_\_\_\_\_  
Amount \_\_\_\_\_  
Rep. \_\_\_\_\_  
Courier \_\_\_\_\_  
Office Number \_\_\_\_\_

*For Information call*  
**1-800-937-7940**

**Important: Please submit yellow  
copy of Invoice with payment.**

Please Make Checks Payable to:  
**American Deputy  
Sheriffs' Association**  
Federal Tax Exempt No. 76-0519780  
Charter Number: 01422461  
Tax Exempt under IRS code #501 (c) (3)

Sponsor: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

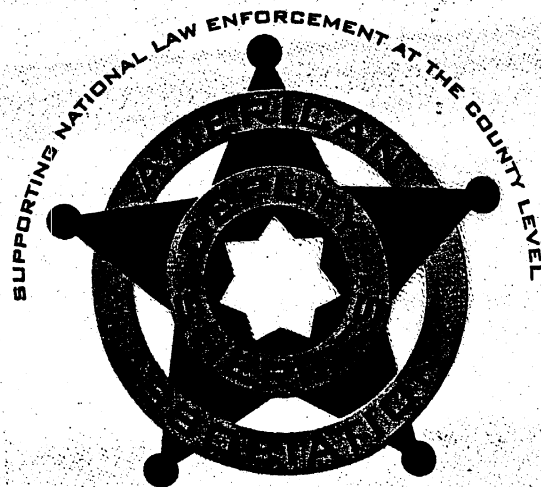
Telephone: \_\_\_\_\_

**GOLD - SPONSOR COPY • YELLOW & PINK - CHARITY COPIES**

Please be advised that this solicitation may be made by a professional intermediary on behalf of ADSA, Inc.

A portion of this contribution will be used to cover the cost of the solicitation and the public awareness campaign of ADSA, Inc.

**\* Warning - This receipt and the information contained on either side of this receipt is the sole property of ADSA, Inc. Any unauthorized possession and/or use of this receipt and/or information contained on either side will be prosecuted.**



**MEMBER**  
**800 • 937-7940**

**Walter Karl**  
Interactive

About Us

Buy  
Names  
on LineProducts  
and  
ServicesManaged  
Properties

News

Contact

Tuesday, April 20 2004

HOME : BACK

CREATED: APRIL 2004

UPDATED:

**NATIONAL FUNDRAISING DONORS**512,846 .... November 2003 Hotline  
5,251,969 ... 12 Month Donors  
Telephone Numbers\$80/M  
\$70/M  
\$175/M**PROFILE:**

Reach individuals that have responded to a telemarketing campaign and have made a donation to one of the following charities:

- Nations Missing Children Organization •
- American Deputy Sheriffs Assoc. • United
- Firefighters of America • American Veterans
- Network • American Blind Children's
- Association

All have fulfilled their pledge obligations and most have contributed to multiple causes

**GENDER:**

Male	50%
Female	50%

**MAINT:**

E-Mail \$75.00/Flat

**SELECTS:**

100% Zip Sequence	
State, SCF, Zip	\$8.00/M
Monthly H/L	\$11.00/M
3 Month H/L	\$6.00/M
Type of Cause	\$11.00/M
Multi Donors	\$6.00/M
Keying	\$4.00/M
Run Charges	\$8.00/M
Net Name	Inquire

**RECOMMENDED****USAGE:**

Consumer magazines, book clubs, insurance, gift catalogs, gourmet food, healthy living products, general merchandise, home and gardening offers, memberships, children's products, mid-ticket apparel, and offers geared to the senior market.

Updated: Monthly  
Last Update: 03/04  
Counts Thru: 02/04  
Next Update: 04/04  
Home Addresses: 100%

**LIST INFORMATION**

Contact: Kathy Elter  
Phone1: 845-732-7055  
Phone2:  
Fax: 845-620-1885  
Email: [kathleen.elter@walterkarl.infousa.com](mailto:kathleen.elter@walterkarl.infousa.com)

**SOURCE:**

100% Telemarketing

\*UNIT OF SALE: \$20.00 to \$48.99

**NOTE:**

MINIMUM ORDER: 5,000 COMPLETE  
SAMPLE REQUIRED FOR APPROVAL.  
20% COMMISSION TO RECOGNIZED  
BROKERS. ORDERS CANCELED  
AFTER MAIL DATE REQUIRE  
PAYMENT IN FULL. NOTE: ALL  
CANCELED ORDERS WILL BE BILLED  
AT A FLAT FEE OF \$50 IN ADDITION  
TO, IF APPLICABLE, RUN CHARGES  
OF \$10/M AND SELECTION, TAPE AND  
SHIPPING CHARGES. NO EXCHANGES  
ALLOWED.

**Exhibit 13**

## AFFIDAVIT OF MARC WALLIN

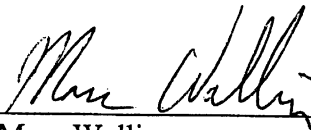
I, Marc Wallin, being duly sworn on oath, state as follows:

1. I am an Investigator in the Iowa Attorney General's Office, a position I have held since March of 2000. I am currently assigned to work in the Consumer Protection Division and the Farm Division. As one of my responsibilities in the Consumer Protection Division, I investigate various forms of deceptive or unfair practices relating to charitable solicitation.

2. I took over the investigation of ADSA, Inc. and Public Awareness, Inc. in about July of 2004, when the Investigator previously assigned to the case, Sandy Kearney, retired.

3. I have reviewed the materials submitted by ADSA, Inc. and Public Awareness, Inc. to the Consumer Protection Division as part of the Consumer Fraud Act investigation into the fundraising activities at issue, as well as other portions of the investigative files relating to the Defendants, and I have consulted with former Investigator Kearney and with Assistant Attorney General Steve St. Clair regarding this matter.

4. I have read the Petition in Equity to which this Affidavit is attached, and the factual allegations it contains are accurate to the best of my knowledge.

  
\_\_\_\_\_  
Marc Wallin

Signed and sworn to by Marc Wallin before the undersigned Notary Public in and for the State of Iowa on this 9<sup>th</sup> day of November, 2004.

  
\_\_\_\_\_  
Iowa Notary Public



**Exhibit 14**